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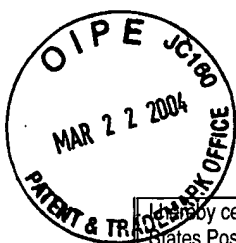
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I hereby certify that this correspondence is being deposited with the United States Postal Service first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on

March 17, 2004
QUINE INTELLECTUAL PROPERTY LAW GROUP

By: *Evelyn Gomez*
Evelyn Gomez

Attorney Docket No: 16-000540US
Client Ref: TABL-001/04US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No.	:	10/606,406	Confirmation No. 5655
Applicant	:	Mike G. Pollard, et al.	
Filed	:	June 25, 2003	
TC/A.U.	:	Unassigned	
Examiner	:	Unassigned	
Docket No.	:	16-000540US	
Customer No.	:	22798	
Client Ref No.:	:	TABL-001/04US	

Commissioner for Patents
Mail Stop Sequence
P.O. Box 1450
Alexandria, VA 22313-1450

PETITION PURSUANT TO 37 C.F.R. 1.47(b)

Sir:

Pursuant to 37 C.F.R. 1.47 (b), Assignee hereby petitions the Patent Office to accept the attached signed Declaration on behalf of three nonsigning inventors.

The pertinent facts are as follows:

- a) Inventors POLLARD, ROBERTS and MITCHELL entered employment with Tao Biosciences LLC on June 6, 2001, August 1, 1999 and July 15, 1999, respectively. The Assignment Agreement provided to the employees by Tao Biosciences LLC in January 2001 stipulates that the inventor "hereby assigns to the Company, or its designee, all rights, title, interests in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Employee may solely

or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period Employee is employed by the Company" (see attachment #1, Section 1(b)).

- b) Present application was filed on June 25, 2003; this application is a continuation-in-part application, and claims priority to four related applications filed June 26, 2001, June 25, 2002, June 26, 2002, and July 15, 2002.
- c) Inventor POLLARD left the employment of Tao Biosciences, LLC on January 31, 2003. Inventor ROBERTS left the employment of Tao Biosciences, LLC on April 26, 2002. Inventor MITCHELL left the employment of Tao Biosciences, LLC on October 15, 2002.
- d) Several attempts at contacting the Invenors have been made by the staff of Tao Biosciences, including sending the specification, declaration, and other accompanying paperwork by U.S. mail, and by certified mail or Federal Express (see delivery confirmations in attachment #2).
- e) The Inventors have, so far, failed to sign the required documents.

Applicants note that the Notice to File Missing Parts of Nonprovisional Application was mailed October 10, 2003. A response to Missing Parts must be filed, requiring submission of the statutory basic filing fee, a signed declaration, and a late filing fee. Such action is necessary to preserve the rights of the Assignee (Tao Biosciences, LLC), i.e., to avoid abandonment of the application.

The last know addresses for the Inventors are as follows:

Mike G. Pollard
c/o Glen Bjork
Dept. of Microbiology
Umen University
S-90187, Umen, Sweden

T. Guy Roberts
180 Intervale Road
Burlington, VT 05401

Wayne Mitchell
938 Stanyon St. #B
San Francisco, CA 94117

Applicants respectfully request that the Patent Office accept the signature of Charles Davis, an officer of Tao Biosciences, LLC, in lieu of Inventors Polalrd, Roberts and Mitchell on the accompanying Declaration and Assignment.

This petition is accompanied by a Fee Transmittal sheet, indicating that the fee for entry and consideration of this petition, pursuant to 37 C.F.R. 1.17(h), is to be charged to deposit account number 50-0893. In addition, please charge any other fee that is required for entry and consideration of this petition to the above noted deposit account, or credit any overpayment.

QUINE INTELLECTUAL
PROPERTY LAW GROUP, P.C.
P.O. BOX 458
Alameda, CA 94501
(510) 337-7871
Fax (510) 337-7877

Respectfully submitted,



Angela P. Home, Ph.D.
Reg. No. 41,079

Attachments:

- 1) Attachment #1 (Assignment Agreement for Tao Biosciences, LLC)
- 2) Attachment #2 (delivery confirmation paperwork)



Att. Docket No. 16-000540US

VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY STATUS
(37 CFR 1.9(f) & 1.27(c)) - SMALL BUSINESS CONCERN

Applicant or Patentee: Mike G. Pollard, Adam Cota, and Corey HoepfnerApplication or Patent No.: 10/606,406Filed or Issued: June 25, 2003Title: METHODS FOR IDENTIFYING AGENTS, THE AGENTS IDENTIFIED THEREWITH AND METHODS OF USING SAME

I hereby declare that I am:

☐
☒

the owner of the small business concern identified below:

an official of the small business concern empowered to act on behalf of the concern identified below:

Name of Small Business Concern: Tao Biosciences, LLCAddress of Small Business Concern: 851 W. Midway Avenue, Alameda, CA 94501

I hereby declare that the above-identified small business concern qualifies as a small business concern as defined in 13 CFR 121.12, and reproduced in 37 CFR 1.9(d), for purposes of paying reduced fees to the United States Patent and Trademark Office, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to and remain with the small business concern identified above with regard to the invention, entitled Methods for identifying agents, the agents identified therewith and methods of using same by inventor(s) Mike G. Pollard, Adam Cota, and Corey Hoepfner described in:

☐
☒
☐

the specification filed herewith.

Application No. 10/606,406, filed June 25, 2003.

Patent No. _____, issued _____.

If the rights held by the above identified small business concern are not exclusive, each individual, concern or organization having rights in the invention is listed below* and no rights to the invention are held by any person, other than the inventor, who would not qualify as an independent inventor under 37 CFR 1.9(c) if that person made the invention, or by any concern that would not qualify as a small business concern under 37 CFR 1.9(d), or a nonprofit organization under 37 CFR 1.9(e).

*NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

Name
Address
☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization
Name
Address
☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b)).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

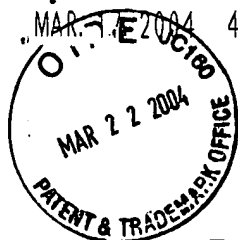
Name of Person Signing: Charles G. Davis

Title of Person if Other than Owner: _____

Address of Person Signing: 851 W. Midway Ave, Alameda CA 94501Signature: 

Date

3-15-04



4:41PM

MONTCLAIR GROUP

NO. 442 P. 2

Attorney Docket No: TABL-001/04US

PATENT

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHODS FOR IDENTIFYING ANTIMICROBIAL AGENTS,
THE AGENTS IDENTIFIED THEREWITH AND METHODS OF USING SAME**

the specification of which:

(check one)

☒ [x] is attached hereto;

☐ [] was filed as United States Application Serial No. _____ on _____, as Attorney Docket No. _____;

☐ [] was filed as PCT International Application No. ____ on ____ and was amended under PCT Article 19 or Article 34 on ____ (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim foreign priority benefits under 35 U.S.C. §119 and/or §365 of any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America listed below; I have also identified below any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

Attorney Docket No. TABL-001/04US.

Page 2

Prior Foreign Application(s)

COUNTRY/INTERNATIONAL	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

60/301,274
(Application Number)

26, June, 2001
(Filing Date) (day, month, year)

60/396,535
(Application Number)

15 July, 2002
(Filing Date) (day, month, year)

I hereby claim the benefit under 35 U.S.C. §120 and/or §365 of any United States application(s) or of any international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior application(s) in the manner provided by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56 which became available between the filing date(s) of the prior application(s) and the national or PCT international filing date of this application:

Prior U.S. Application(s) or PCT International Applications Designating the U.S. for benefit under 35 U.S.C. §120

U.S. APPLICATIONS		STATUS (check one)		
U.S. APPLICATION NO.	U.S. FILING DATE (day, month, year)	Pending	Patented	Abandoned
10/183,923	25 June 2002	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10/184,503	26 June 2002	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCT APPLICATIONS DESIGNATING THE U.S.				
PCT APPLICATION NO.	PCT FILING DATE (day, month, year)	U.S. APPLICATION NOS. (if any)		
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Attorney Docket No. TABL-001/04US.

Page 3

Full name of first inventor: Mike G. POLLARD

Inventor's signature *Michael G. Pollard* Date 3-17-04
Residence: 941 Shorepoint Ct. #109, Alameda, CA 94501
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of second inventor: Adam COTA

Inventor's signature _____ Date _____
Residence: 2218 Durant Avenue #2, Berkeley, CA 94704
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of third inventor: Corey HOEPPNER

Inventor's signature _____ Date _____
Residence: 1924 Hoover Avenue, Oakland, CA 94602
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fourth inventor: Ingrid E. MEHLHORN

Inventor's signature _____ Date _____
Residence: 1755 7th Avenue, #4, San Francisco, CA 94122
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fifth inventor: Timothy David COLE

Inventor's signature _____ Date _____
Residence: 5534 Pennsylvania Blvd., Concord, CA 94521
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of sixth inventor: Joshua Alan NEIMAN

Inventor's signature _____ Date _____
Residence: 724 Solono Avenue, Albany, CA 94706
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Attorney Docket No. TABL-001/04US.

Page 4

Full name of seventh inventor: T. Guy ROBERTS

Inventor's signature *Charles Davis on behalf of T. Guy Roberts* Date 3-17-04
Residence: 1168 24th Street, Oakland, CA 94607
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of eighth inventor: Wayne MITCHELL

Inventor's signature *Charles Davis on behalf of Wayne Mitchell* Date 3-17-04
Residence: 938 Stanyan Street, Apt. B, San Francisco, CA 94117
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.



Attorney Docket No: TABL-001/04US

PATENT

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHODS FOR IDENTIFYING ANTIMICROBIAL AGENTS,
THE AGENTS IDENTIFIED THEREWITH AND METHODS OF USING SAME**

the specification of which:

(check one)

☒ is attached hereto;

☐ was filed as United States Application Serial No. _____ on _____, as
Attorney Docket No. _____;

☐ was filed as PCT International Application No. ____ on ____ and was amended under PCT
Article 19 or Article 34 on ____ (if applicable);

I have reviewed and understand the contents of the above-identified specification,
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Prior Foreign Application(s)

COUNTRY/INTERNATIONAL	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED
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(Application Number)

26, June, 2001
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60/396,535
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15 July, 2002
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I hereby claim the benefit under 35 U.S.C. §120 and/or §365 of any United States application(s) or of any international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior application(s) in the manner provided by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56 which became available between the filing date(s) of the prior application(s) and the national or PCT international filing date of this application:

Prior U.S. Application(s) or PCT International Applications Designating the U.S. for benefit under 35 U.S.C. §120

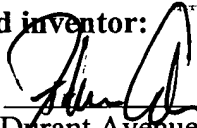
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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: **Mike G. POLLARD**

Inventor's signature _____ Date _____
Residence: 941 Shorepoint Ct. #109, Alameda, CA 94501
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of second inventor: **Adam COTA**

Inventor's signature  _____ Date 10/19/03
Residence: 2218 Durant Avenue #2, Berkeley, CA 94704
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of third inventor: **Corey HOEPPNER**

Inventor's signature _____ Date _____
Residence: 1924 Hoover Avenue, Oakland, CA 94602
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fourth inventor: **Ingrid E. MEHLHORN**

Inventor's signature _____ Date _____
Residence: 1755 7th Avenue, #4, San Francisco, CA 94122
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fifth inventor: **Timothy David COLE**

Inventor's signature _____ Date _____
Residence: 5534 Pennsylvania Blvd., Concord, CA 94521
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of sixth inventor: **Joshua Alan NEIMAN**

Inventor's signature _____ Date _____
Residence: 724 Solono Avenue, Albany, CA 94706
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of seventh inventor: T. Guy ROBERTS

Inventor's signature _____

Date _____

Residence: 1168 24th Street, Oakland, CA-94607

Citizen of: UNITED STATES OF AMERICA

Post Office Address: same as above.

Full name of eighth inventor: Wayne MITCHELL

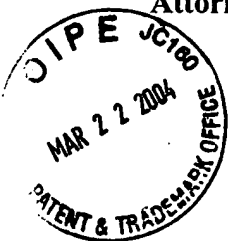
Inventor's signature _____

Date _____

Residence: 938 Stanyan Street, Apt. B, San Francisco, CA 94117

Citizen of: UNITED STATES OF AMERICA

Post Office Address: same as above.



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the specification of which:

(check one)

☒ [x] is attached hereto;

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COUNTRY/INTERNATIONAL	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED
			<input type="checkbox"/> YES <input type="checkbox"/> NO
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Full name of first inventor: Mike G. POLLARD

Inventor's signature _____ Date _____
Residence: 941 Shorepoint Ct. #109, Alameda, CA 94501
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of second inventor: Adam COTA

Inventor's signature _____ Date _____
Residence: 2218 Durant Avenue #2, Berkeley, CA 94704
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of third inventor: Corey HOEPPNER

Inventor's signature  Date 10/10/03
Residence: ~~1924 Hoover Avenue, Oakland, CA 94602~~ 4700 Tassajara Rd #3221
Citizen of: UNITED STATES OF AMERICA Dublin, CA 94568
Post Office Address: same as above.

Full name of fourth inventor: Ingrid E. MEHLHORN

Inventor's signature _____ Date _____
Residence: 1755 7th Avenue, #4, San Francisco, CA 94122
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fifth inventor: Timothy David COLE

Inventor's signature _____ Date _____
Residence: 5534 Pennsylvania Blvd., Concord, CA 94521
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of sixth inventor: Joshua Alan NEIMAN

Inventor's signature _____ Date _____
Residence: 724 Solono Avenue, Albany, CA 94706
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of seventh inventor: T. Guy ROBERTS

Inventor's signature _____

Date _____

Residence: 1168 24th Street, Oakland, CA 94607

Citizen of: UNITED STATES OF AMERICA

Post Office Address: same as above.

Full name of eighth inventor: Wayne MITCHELL

Inventor's signature _____

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Residence: 938 Stanyan Street, Apt. B, San Francisco, CA 94117

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**METHODS FOR IDENTIFYING ANTIMICROBIAL AGENTS,
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international application(s) designating at least one country other than the United States of
America listed below; I have also identified below any foreign application(s) for patent, any
foreign application(s) for inventor's certificate, or any PCT international application(s)
designating at least one country other than the United States of America filed by me on the same
subject matter having a filing date before that of the application(s) of which priority is claimed:

Prior Foreign Application(s)

COUNTRY/INTERNATIONAL	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

60/301,274
(Application Number)

26, June, 2001
(Filing Date) (day, month, year)

60/396,535
(Application Number)

15 July, 2002
(Filing Date) (day, month, year)

I hereby claim the benefit under 35 U.S.C. §120 and/or §365 of any United States application(s) or of any international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior application(s) in the manner provided by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56 which became available between the filing date(s) of the prior application(s) and the national or PCT international filing date of this application:

Prior U.S. Application(s) or PCT International Applications Designating the U.S. for benefit under 35 U.S.C. §120

U.S. APPLICATIONS			STATUS (check one)		
U.S. APPLICATION NO.	U.S. FILING DATE (day, month, year)		Pending	Patented	Abandoned
10/183,923	25 June 2002		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10/184,503	26 June 2002		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCT APPLICATIONS DESIGNATING THE U.S.					
PCT APPLICATION NO.	PCT FILING DATE (day, month, year)	U.S. APPLICATION NOS. (if any)			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: Mike G. POLLARD

Inventor's signature _____ Date _____
Residence: 941 Shorepoint Ct. #109, Alameda, CA 94501
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

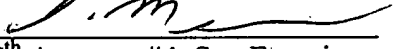
Full name of second inventor: Adam COTA

Inventor's signature _____ Date _____
Residence: 2218 Durant Avenue #2, Berkeley, CA 94704
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of third inventor: Corey HOEPPNER

Inventor's signature _____ Date _____
Residence: 1924 Hoover Avenue, Oakland, CA 94602
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fourth inventor: Ingrid E. MEHLHORN

Inventor's signature  Date 10/6/03
Residence: 1755 7th Avenue, #4, San Francisco, CA 94122
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fifth inventor: Timothy David COLE

Inventor's signature _____ Date _____
Residence: 5534 Pennsylvania Blvd., Concord, CA 94521
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of sixth inventor: Joshua Alan NEIMAN

Inventor's signature _____ Date _____
Residence: 724 Solono Avenue, Albany, CA 94706
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of seventh inventor: T. Guy ROBERTS

Inventor's signature _____

Date _____

Residence: 1168 24th Street, Oakland, CA 94607

Citizen of: UNITED STATES OF AMERICA

Post Office Address: same as above.

Full name of eighth inventor: Wayne MITCHELL

Inventor's signature _____

Date _____

Residence: 938 Stanyan Street, Apt. B, San Francisco, CA 94117

Citizen of: UNITED STATES OF AMERICA

Post Office Address: same as above.

Attorney Docket No: TABL-001/04US

PATENT

**DECLARATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHODS FOR IDENTIFYING ANTIMICROBIAL AGENTS,
THE AGENTS IDENTIFIED THEREWITH AND METHODS OF USING SAME**

the specification of which:

(check one)

☒ [x] is attached hereto;

☐ [] was filed as United States Application Serial No. _____ on _____, as Attorney Docket No. _____;

☐ [] was filed as PCT International Application No. ____ on ____ and was amended under PCT Article 19 or Article 34 on ____ (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim foreign priority benefits under 35 U.S.C. §119 and/or §365 of any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America listed below; I have also identified below any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

Attorney Docket No. **TABL-001/04US.**

Page 2

Prior Foreign Application(s)

COUNTRY/INTERNATIONAL	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED
			<input type="checkbox"/> YES <input type="checkbox"/> NO
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Attorney Docket No. TABL-001/04US.

Page 3

Full name of first inventor: Mike G. POLLARD

Inventor's signature _____ Date _____
Residence: 941 Shorepoint Ct. #109, Alameda, CA 94501
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of second inventor: Adam COTA

Inventor's signature _____ Date _____
Residence: 2218 Durant Avenue #2, Berkeley, CA 94704
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.


Full name of third inventor: Corey HOEPPNER

Inventor's signature _____ Date _____
Residence: 1924 Hoover Avenue, Oakland, CA 94602
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fourth inventor: Ingrid E. MEHLHORN

Inventor's signature _____ Date _____
Residence: 1755 7th Avenue, #4, San Francisco, CA 94122
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of fifth inventor: Timothy David COLE

Inventor's signature  Date 10/13/2003
Residence: 5534 Pennsylvania Blvd., Concord, CA 94521
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of sixth inventor: Joshua Alan NEIMAN

Inventor's signature _____ Date _____
Residence: 724 Solono Avenue, Albany, CA 94706
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Full name of seventh inventor: T. Guy ROBERTS

Inventor's signature _____
Residence: 1168 24th Street, Oakland, CA 94607
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Date _____

Full name of eighth inventor: Wayne MITCHELL

Inventor's signature _____
Residence: 938 Stanyan Street, Apt. B, San Francisco, CA 94117
Citizen of: UNITED STATES OF AMERICA
Post Office Address: same as above.

Date _____



DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

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**METHODS FOR IDENTIFYING ANTIMICROBIAL AGENTS,
THE AGENTS IDENTIFIED THEREWITH AND METHODS OF USING SAME**

the specification of which:

(check one)

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(Application Number)

26, June, 2001
(Filing Date) (day, month, year)

60/396,535
(Application Number)

15 July, 2002
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Prior U.S. Application(s) or PCT International Applications Designating the U.S. for benefit under 35 U.S.C. §120

U.S. APPLICATIONS			STATUS (check one)		
U.S. APPLICATION NO.	U.S. FILING DATE (day, month, year)		Pending	Patented	Abandoned
10/183,923	25 June 2002		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10/184,503	26 June 2002		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCT APPLICATIONS DESIGNATING THE U.S.					
PCT APPLICATION NO.	PCT FILING DATE (day, month, year)	U.S. APPLICATION NOS. (if any)			
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Full name of first inventor: Mike G. POLLARD

Inventor's signature _____ Date _____
 Residence: 941 Shorepoint Ct. #109, Alameda, CA 94501
 Citizen of: UNITED STATES OF AMERICA
 Post Office Address: same as above.

Full name of second inventor: Adam COTA

Inventor's signature _____ Date _____
 Residence: 2218 Durant Avenue #2, Berkeley, CA 94704
 Citizen of: UNITED STATES OF AMERICA
 Post Office Address: same as above.

Full name of third inventor: Corey HOEPPNER

Inventor's signature _____ Date _____
 Residence: 1924 Hoover Avenue, Oakland, CA 94602
 Citizen of: UNITED STATES OF AMERICA
 Post Office Address: same as above.

Full name of fourth inventor: Ingrid E. MEHLHORN

Inventor's signature _____ Date _____
 Residence: 1755 7th Avenue, #4, San Francisco, CA 94122
 Citizen of: UNITED STATES OF AMERICA
 Post Office Address: same as above.

Full name of fifth inventor: Timothy David COLE

Inventor's signature _____ Date _____
 Residence: 5534 Pennsylvania Blvd., Concord, CA 94521
 Citizen of: UNITED STATES OF AMERICA
 Post Office Address: same as above.

Full name of sixth inventor: Joshua Alan NEIMAN

Inventor's signature Joshua Alan Neiman Date Joshua Alan Neiman
 Residence: 724 Solano Avenue, Albany, CA 94706
 Citizen of: UNITED STATES OF AMERICA
 Post Office Address: same as above.

10/1/03

Full name of seventh inventor: T. Guy ROBERTS

Inventor's signature _____

Date _____

Residence: 1168 24th Street, Oakland, CA 94607

Citizen of: UNITED STATES OF AMERICA

Post Office Address: same as above.

Full name of eighth inventor: Wayne MITCHELL

Inventor's signature _____

Date _____

Residence: 938 Stanyan Street, Apt. B, San Francisco, CA 94117

Citizen of: UNITED STATES OF AMERICA

Post Office Address: same as above.

Attorney Docket No: TABL-001/04US

PATENT

ASSIGNMENT
(Joint)

Mike G. POLLARD, residing at 941 Shorepoint Court, #109, Alameda, California 94501
 Adam COTA, residing at 2218 Durant Avenue, #2, Berkeley, CA 94704
 Corey HOEPPNER, residing at 1924 Hoover Avenue, Oakland, CA 94602
 Ingrid E. MEHLHORN, residing at 1755 7th Avenue, #4, San Francisco, CA 94122
 Timothy David COLE, residing at 5534 Pennsylvania Blvd., Concord, California 94521
 Joshua Alan NEIMAN, residing at 724 Solono Avenue, Albany, California 94706
 T. Guy ROBERTS, residing at 1168 24th Street, Oakland, California 94607
 Wayne MITCHELL, residing at 938 Stanyan Street, Apt. B, San Francisco, California 94117

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled ____, and which is a:

- (1) ☐ provisional application
 (a) ☐ to be filed herewith; or
 (b) ☐ bearing Application No. _____, and filed on _____; or
- (2) ☒ non-provisional application
 (a) ☐ to be filed herewith; or
 (b) ☒ bearing Application No. 10/606,406, and filed on
 June 25, 2002.

WHEREAS, Tao Biosciences LLC, a corporation having its principal place of business at 850 Marina Village Parkway, Alameda, CA 94501 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s); that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

NOT FOR RECORDATION

Rev. 06/14/2002

Attorney Docket No. TABL-001/04US

Page 3

Date: _____

By: _____
Mike G. POLLARD

Date: 10/19/03

By: _____
Adam COTA

Date: _____

By: _____
Corey HOEPPNER

Date: _____

By: _____
Ingrid E. MEHLHORN

Date: _____

By: _____
Timothy David COLE

Date: _____

By: _____
Joshua Alan NEIMAN

Date: _____

By: _____
T. Guy ROBERTS

Date: _____

By: _____
Wayne MITCHELL

Attorney Docket No: TABL-001/04US

PATENT

ASSIGNMENT
(Joint)

Mike G. POLLARD, residing at 941 Shorepoint Court, #109, Alameda, California 94501
Adam COTA, residing at 2218 Durant Avenue, #2, Berkeley, CA 94704
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(a) ☐ to be filed herewith; or
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Date: _____

By: _____
Mike G. POLLARD

Date: _____

By: _____
Adam COTA

Date: 10/10/03

By: Cj H
Corey HOEPPNER

Date: _____

By: _____
Ingrid E. MEHLHORN

Date: _____

By: _____
Timothy David COLE

Date: _____

By: _____
Joshua Alan NEIMAN

Date: _____

By: _____
T. Guy ROBERTS

Date: _____

By: _____
Wayne MITCHELL

Attorney Docket No: TABL-001/04US

PATENT

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(b) ☒ bearing Application No. 10/606,406, and filed on
June 25, 2002.

WHEREAS, Tao Biosciences LLC, a corporation having its principal place of business at 850 Marina Village Parkway, Alameda, CA 94501 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application for patent identified in paragraph (1) or (2);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

NOT FOR RECORDATION

Attorney Docket No. TABL-001/04US

Page 3

Date: _____

By: _____
Mike G. POLLARD

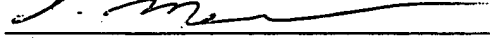
Date: _____

By: _____
Adam COTA

Date: _____

By: _____
Corey HOEPFNER

Date: 10/6/03

By: 
Ingrid E. MEHLHORN

Date: _____

By: _____
Timothy David COLE

Date: _____

By: _____
Joshua Alan NEIMAN

Date: _____

By: _____
T. Guy ROBERTS

Date: _____

By: _____
Wayne MITCHELL

NOT FOR RECORDATION

Attorney Docket No: **TABL-001/04US**

PATENT

ASSIGNMENT (Joint)

Mike G. POLLARD, residing at 941 Shorepoint Court, #109, Alameda, California 94501
Adam COTA, residing at 2218 Durant Avenue, #2, Berkeley, CA 94704
Corey HOEPPNER, residing at 1924 Hoover Avenue, Oakland, CA 94602
Ingrid E. MEHLHORN, residing at 1755 7th Avenue, #4, San Francisco, CA 94122
Timothy David COLE, residing at 5534 Pennsylvania Blvd., Concord, California 94521
Joshua Alan NEIMAN, residing at 724 Solono Avenue, Albany, California 94706
T. Guy ROBERTS, residing at 1168 24th Street, Oakland, California 94607
Wayne MITCHELL, residing at 938 Stanyan Street, Apt. B, San Francisco, California 94117

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled ____, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. ____, and filed on ____; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 10/606,406, and filed on June 25, 2002.

WHEREAS, Tao Biosciences LLC, a corporation having its principal place of business at 850 Marina Village Parkway, Alameda, CA 94501 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

NOT FOR RECORDATION

Attorney Docket No. TABL-001/04US

Page 2

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

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NOT FOR RECORDATION

Attorney Docket No. TABL-001/04US

Page 3

Date: _____

By: _____

Mike G. POLLARD

Date: _____

By: _____

Adam COTA

Date: _____

By: _____

Corey HOEPPNER

Date: _____

By: _____

Ingrid E. MEHLHORN

Date: 10/13/2003By: 

Timothy David COLE

Date: _____

By: _____

Joshua Alan NEIMAN

Date: _____

By: _____

T. Guy ROBERTS

Date: _____

By: _____

Wayne MITCHELL

NOT FOR RECORDATION

Attorney Docket No: TABL-001/04US

PATENT**ASSIGNMENT
(Joint)**

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 Adam COTA, residing at 2218 Durant Avenue, #2, Berkeley, CA 94704
 Corey HOEPPNER, residing at 1924 Hoover Avenue, Oakland, CA 94602
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(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled ____, and which is a:

- (1) ☐ provisional application
 (a) ☐ to be filed herewith; or
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(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

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(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

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NOT FOR RECORDATION

Rev. 06/14/2002

Attorney Docket No. TABL-001/04US
Page 3

Date: _____

By: _____
Mike G. POLLARD

Date: _____

By: _____
Adam COTA

Date: _____

By: _____
Corey HOEPPNER

Date: _____

By: _____
Ingrid E. MEHLHORN

Date: _____

By: _____
Timothy David COLE

Date: 10/1/03

By: Joshua Alan Neiman
Joshua Alan NEIMAN

Date: _____

By: _____
T. Guy ROBERTS

Date: _____

By: _____
Wayne MITCHELL

ATTACHMENT #1**Assignment Agreement**

This Assignment Agreement (hereinafter the "Agreement") is effective as of February 16, 2002 and is entered into by and between Montclair Group Limited, together with its subsidiaries, Affiliates, successors or assigns (hereinafter collectively the "Montclair Group"), and Amy Boggs, Ph. D. ("Employee").

1. Assignment and Inventions.

- (a) **Inventions Retained and Licensed.** Employee's list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by Employee prior to employment with one of the Companies affiliated with the Montclair Group (collectively referred to as "Prior Inventions") is attached hereto as Exhibit A. Employee warrants and represents that Employee owns, in whole or in part, or was an inventor or co-inventor of all items listed on Exhibit A, all of which are not assigned to the Montclair Group hereunder. If no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of Employee's employment with one of the Companies affiliated with the Montclair Group, Employee incorporates into a Montclair Group product, process or machine any Prior Invention owned by Employee or in which Employee has an interest, the Montclair Group is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such produce, process or machines.
- (b) **Assignment of Inventions and Copyright Rights.** Employee agrees to promptly make full written disclosure to the Montclair Group, and hold in trust for the sole right and benefit of the Montclair Group and hereby assigns to the Montclair Group, or its designee, all rights, title, interests in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period Employee is employed by one of the Companies affiliated with the Montclair Group (collectively referred to as "Inventions"), except as provided in Section 1(f) hereunder. Employee further acknowledges that all original works of authorship which are made by Employee, either solely or jointly with others, within the scope of and during the period Employee is employed by one of the Companies affiliated with the Montclair Group and which are protectible by copyright are "works made for hire," as define in the United States Copyright Act.
- (c) **Inventions Assigned to the United States.** Employee agrees to assign to the United States government all right, title and interest in and to any and all Inventions whenever such full title is required to be assigned, conveyed, or transfer to the United States government under a contract between the Montclair Group and the United States or any of its agencies.
- (d) **Maintenance of Records.** Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee, either solely or jointly with others, during the term of Employee's employment with one of the Companies affiliated with the Montclair Group. The records will be in the form of laboratory notebooks, notes, sketches, drawings and any other format that may be specified by the Montclair Group. The records will be available to and remain the sole property of the Montclair Group at all times, and all copies of these records shall be returned to Montclair Group immediately upon Employee's termination.
- (e) **Patent and Copyright Registrations.** Employee agrees to assist the Montclair Group, or its designee, at the Montclair Group's expense, in every proper way to secure the Montclair Group's right in the Inventions and any copyrights, patents, patent applications or other intellectual property rights relating thereto, in any and all countries, including: the disclosure to the Montclair Group of all

pertinent information and data; the execution of all applications, specifications, oaths, assignments and all other instruments which the Montclair Group shall deem necessary in order to apply for and obtain rights. Employee also agrees to assist the Montclair Group, at the Montclair Group's expense in any way necessary to assign and convey to the Montclair Group, its successors, assigns and nominees the sole and exclusive rights, title and interests in and to such inventions and copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute, or cause to be executed, any such instrument or papers shall continue after termination of this Agreement. If the Montclair Group is unable, because of Employee's mental or physical incapacity or for any other reason, to secure Employee's signature to apply or pursue any application for any patent or copyright registrations covering inventions or original works of authorship assigned to the Montclair Group, Employee hereby and irrevocably designates and appoints the Montclair Group and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in behalf of Employee to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

- (f) Exception to Assignments. Employee acknowledges that the provisions of this Agreement requiring assignment of inventions to the Montclair Group do not apply to any invention which qualifies fully under the provisions of the California Labor Code Section 2870, which is attached hereto as Exhibit B. Employee agrees to advise the Montclair Group promptly in writing of any inventions that Employee believes meet the criteria in California Labor Code Section 2870 and which are not otherwise disclosed on Exhibit A.

2. Alternative Dispute Resolution

- (a) Claims Covered by this Agreement. The Montclair Group and Employee mutually consent to the resolution by arbitration of all claims or causes of action (collectively, "claims") one has against the other arising out of this Agreement.
- (b) Required Notice of All Claims and Statute of Limitations. The Montclair Group and Employee agree that the aggrieved party must give to the other party written notice of any claim within one (1) year of the date the aggrieved party first has knowledge of the event giving rise to the claim unless there is a federal or state statute of limitations that gives more time to pursue the claim, in which case the statute of limitations shall control. Written notice to the Montclair Group or its officers, employees or agents, shall be sent to the Vice President – Human Resources, 850 Marina Village Parkway, Alameda, CA 94501-1034. Written notice to Employee shall be sent to the most recent address recorded in Employee's personnel file. The written notice shall identify and describe the nature of all claims asserted and detail the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.
- (c) Arbitration Discovery. After the appointment of the Arbitrator, the parties to the arbitration shall have the right to conduct discovery regarding the subject matter of the arbitration. The Arbitrator shall have the authority to order such discovery, by way of deposition, interrogatory, document production, or otherwise, as the Arbitrator considers necessary to a full and fair exploration of the issues in dispute, provided that the order must be consistent with the expedited nature of arbitration and be in accordance with California Code of Civil Procedure section 1283.05.
- (d) Designation of Witnesses. At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration.

- (e) Subpoenas. Each party shall have the right to subpoena witnesses for the arbitration.
- (f) Arbitration Procedures. All arbitration proceedings shall be before a single arbitrator who shall be selected as follows: the parties shall attempt in good faith to agree on an arbitrator using a list that is supplied, at the request of either party, by the American Arbitration Association, JAMS/Endispute, or a similar arbitration service. If the parties cannot agree on an arbitrator within thirty (30) days of the submission of the claim, the procedure in California Code of Civil Procedure section 1281.6 for the appointment of the arbitrator shall be followed.

The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California, including with respect to the rules of evidence. The Arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or formation of this Agreement. The Arbitrator's decision shall be in writing and shall reveal the essential findings and conclusions on which the award is based, and shall be final and binding upon the parties.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or motion for summary judgment by any party and shall apply the standards governing such motions of the California Rules of Civil Procedure.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

- (g) Arbitration Fees and Costs. The Montclair Group shall initially pay all fees of the Arbitrator and any arbitration service. However, if the Arbitrator finds that Employee's claim was frivolous, the Arbitrator may order Employee to pay some or all of these fees to the extent that order is consistent with applicable law. Each party shall pay for its own costs and attorneys' fees.
- 3. Exhibits. All Exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. If any terms and conditions of this Agreement are in conflict with any terms and conditions of any Exhibit to this Agreement, the terms and conditions of this Agreement shall govern.
- 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States of America.
- 5. Entire Agreement. This Agreement, including all Exhibits to this Agreement, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of both Employee and a duly authorized representative of the Montclair Group. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

Montclair Group Limited

Michael J. Hunter
Vice President Finance and CFO

Signature

Date: _____

Date: _____

EXHIBIT A**PRIOR WORK PRODUCTS**

I represent that I have indicated on this Exhibit all Prior Inventions, as defined in this Agreement, in which I owned any right or interest prior to my employment with one of the Companies affiliated with the Montclair Group. I agree that any present or future Inventions not listed in this Exhibit are subject to assignment under this Agreement.

**Brief Description of
Inventions**

**Right, Title or Interest
and Date Acquired**

- ☐ **No Prior Inventions**
☐ **Additional sheets attached**

EMPLOYEE:

Signature

Date

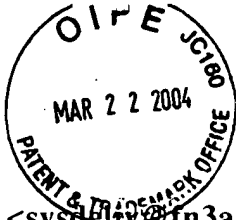
EXHIBIT B**CALIFORNIA LABOR CODE SECTION 2870
EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS**

“(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities or trade secret information, except for inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer;

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”



ATTACHMENT #2 (3 pages)

page 2a

<sysdeliv@fn3a.prod.fedex.com>, FedEx <donotrep, 2/24/04 3:09 PM -0600, F

1

Status: U
X-MindSpring-Loop: jiggsd@montclairgroup.com
Date: Tue, 24 Feb 2004 15:09:01 -0600 (CST)
From: <sysdeliv@fn3a.prod.fedex.com>, FedEx <donotreply@fedex.com>
Reply-To: FedEx <donotreply@fedex.com>
To: <jiggsd@montclairgroup.com>
Subject: FedEx shipment 790062777760
X-Priority: 3
X-FedExNet-Message-ID: P1767625607

RECEIVED

MAR 12 2004

Quine Intellectual Property Law Group, P.C.

Our records indicate that the shipment sent from Charles G. Davis/MONTCLAIR GROUP to Mike Pollard/Umen University has been delivered. The package was delivered on 02/24/2004 at 12:15 PM and signed for or released by J. STENMAN.

The ship date of the shipment was 02/19/2004.

The tracking number of this shipment was 790062777760.

FedEx appreciates your business. For more information about FedEx services, please visit our web site at <http://www.fedex.com>

To track the status of this shipment online please use the following:
http://www.fedex.com/cgi-bin/tracking?tracknumbers=790062777760&action=track&language=english&cntry_code=us

Disclaimer

FedEx has not validated the authenticity of any email address.

First-Class Mail



UNITED STATES POSTAL SERVICE

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>Larry B. Van</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Guy Roberts</i> <i>180 Intervale Rd</i> <i>Burlington, VT 05401</i>		B. Received by (Printed Name)	C. Date of Delivery <i>2-24</i>
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from serv. _____)		7002 1000 0004 8672 6320	

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

Printed for Jiggs Davis <jiggsd@montclairgroup.com>

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>X Wayne Mitchell 3-9-54</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Wayne Mitchell 938 Stanyan St. #B San Francisco, CA 94117</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number</p> <p>(Transfer from s) 7002 1000 0004 8672 6337</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	